

INVITATION FOR BIDS



BID TITLE: INTERCOM SYSTEMS REPLACEMENT

BID NUMBER: IFB #16-0712

BID DUE DATE: JULY 12, 2016

BID DUE TIME: 3:00 P.M.

***There will be a non-mandatory pre-bid meeting at the front-main entrance of D.G. Cooley Elementary School-Upper Campus on Friday, June 24, 2016 at 10:00 a.m. Interested vendors will be able to tour D. G. Cooley Elementary School-Upper Campus and Johnson-Williams Middle School.**

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*****NOTE: Eight drawings can be downloaded (referenced on page 15) can be downloaded at www.clarkecounty.gov under business and current solicitations. The drawings are a part of this IFB.**

I. Invitation for Bids (as publicly advertised)

PUBLIC NOTICE
IFB #16-0712
INTERCOM SYSTEMS REPLACEMENT

The Clarke County Purchasing Office, on behalf of the Clarke County Joint Maintenance Department, is soliciting competitive sealed bids from qualified vendors that are able to provide and install an intercom systems replacement as specified in the IFB.

There will be a non-mandatory pre-bid meeting at the front-main entrance of D.G. Cooley Elementary School-Upper Campus on Friday, June 24, 2016 at 10:00 a.m. Interested vendors will be able to tour D. G. Cooley Elementary School-Upper Campus and Johnson-Williams Middle School.

Sealed bids should be clearly marked, "IFB 16-0712 INTERCOM SYSTEMS REPLACEMENT." Bids must be received in the Clarke County Purchasing Office before 3:00 P.M. (local prevailing time), Tuesday, July 12, 2016, at which time they will be publicly opened and read. Bids received after this time will not be accepted.

Bid documents are available at Clarke County Purchasing Office, 129 Ramsburg Lane, Berryville, VA 22611, 540-955-5185, by email at mlegge@clarkecounty.gov, or on-line at www.clarkecounty.gov and www.clarke.k12.va.us.

Each vendor must be an Equal Opportunity Employer as defined by Federal and State Law.

Clarke County reserves the right to reject any and all bids, to waive informalities, and to negotiate with the successful offeror(s).

Thomas J. Judge
Director of Joint Administrative Services

II. Special Terms and Conditions

A. Introduction

1. The intent of this "Invitation for Bids" (hereinafter known as "this document or IFB") and resulting contract(s) is to obtain the services of a qualified Contractor (hereinafter known as "Contractor") to provide and install intercom systems replacement, as specified in this IFB, at D.G. Cooley Elementary School-Upper Campus (34 Westwood Road, Berryville, VA 22611) and Johnson-Williams Middle School (200 Swan Avenue, Berryville, 22611).
2. The award(s) shall be based on the vendor(s)' ability to meet all IFB requirements and the right is reserved to make the award to other than the lowest vendor/offeror if the low bidder is determined to be non-responsive or non-responsible.
3. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or an authorized representative.
4. Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contract shall comply with all applicable federal, state and local laws and regulations.

B. Tentative Time Frame

| | |
|-------------------------------|--|
| BID ADVERTISED | June 9, 2016 |
| NON-MANDATORY PRE-BID MEETING | There will be a non-mandatory pre-bid meeting at the front-main entrance of D.G. Cooley Elementary School-Upper Campus on Friday, June 24, 2016 at 10:00 a.m.. Interested vendors will be able to tour D. G. Cooley Elementary School-Upper Campus and Johnson-Williams Middle School. |
| BID SUBMISSION DUE DATE | Must be received in the Clarke County Purchasing Office before 3:00 p.m. (local prevailing time) on Tuesday, July 12, 2016. |
| AWARD OF CONTRACT | Estimated to be 2-4 weeks after bids are received. |
| CONTRACT BEGINS | Issuance of Purchase Order |
| CONTRACT ENDS | To Be Determined with Selected Vendor. CCPS would like for the project to be complete at both schools no later than December 31, 2016. |

Please note that the above dates are simply estimated time frames; Clarke County reserves the right to change dates as deemed necessary in the best interest of its constituents.

C. Addenda

1. Addenda may occur prior to bid opening. It is the vendor's responsibility to check the website (www.clarkecounty.gov) listing frequently to ensure that all solicitation information is complete and accurate. Upon award, this document in its entirety including any forms and addenda shall be referred to as the contract.
2. The County will attempt to notify all vendors that are known to have a complete set of Bid Documents; however, it is ultimately the responsibility of each company to check the County website (www.clarkecounty.gov, business, current solicitations) for addendums.
3. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
4. No Addenda will be issued later than two (2) days prior to the date of receipt for Bids except:
 - a) any Addendum withdrawing the Invitation for Bids; or
 - b) any Addendum that includes postponement of the date of receipt for Bids.
5. Each Contractor should ascertain before submitting a Bid how many Addenda, if any, were issued.
6. Each Contractor should certify on the Response Form the number of additional addenda received.

D. Inclement weather: In the event that the Clarke County Purchasing Office is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening; the pre-bid (pre-proposal) conference or bid opening will occur on the next business day that Clarke County Public School Administrative Offices are open at the appropriate times as stated in the IFB/RFP. Please check the County website, www.clarkecounty.gov, under business, and current solicitations for updates regarding any changes in meeting times and/or due dates.

E. Notice of Award

All Notices of Award and Notices of Intent to Award will be posted on the County website, www.clarkecounty.gov, under business, and current solicitations.

F. Reference Form, Attachment A

Each vendor should complete and submit Attachment A (Reference Form), with the names of most recent clients, preferably in Virginia, which can be verified as to the quality of service/work provided by the vendor.

G. Alternate Bids/Deviations

It is expected that each vendor should enter a bid only on the IFB as specified.

H. Use of Subcontractors

Clarke County reserves the right to reject the Contractor's selection of Subcontractors. Contractor should supply a list of all Subcontractors to Clarke County with bid documents. The County reserves the right to ask for references of subcontractors from bidders after the bids are opened, if deemed necessary.

I. Points of Contact

It is preferred that all questions be submitted in writing by emailing Mike Legge at mlegge@clarkecounty.gov. Please have all questions to Mr. Legge by June 30, 2016 to ensure that answers can be provided in a timely manner before the due date.

Although it is preferred that all vendors interested in inspecting the site, do so during the pre-bid meeting, if you need to inspect the site on an alternate date or time, please contact Randy Trenary via email at trenaryr@clarke.k12.va.us or by phone at (540) 955-6105.

After the award is made, Randy Trenary and/or a representative of the Clarke County Maintenance Department, will oversee the contract. Should you need to contact someone regarding this document, the following names are listed for your convenience. Please be sure to contact the person best suited to answer your questions or concerns.

| NAME | TITLE | VOICE |
|-----------------|---|----------------|
| Bobby Levi | Maintenance Director | (540) 955-5123 |
| Ruby Miller | Maintenance Office Manager | (540) 955-5118 |
| Randy Trenary | Director of Operations for CCPS | (540) 955-6105 |
| Thomas J. Judge | Director of Joint Administrative Services | 540-955-6172 |
| Mike Legge | Purchasing Manager | 540-955-5185 |
| Emily Johnson | Accounts Payable Specialist | 540-955-6171 |
| Pat Wiley | Administrative Assistant-Purchasing | 540-955-5148 |

Specific Reference to General Terms and Conditions

1. **A Bid Bond shall be required.** Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

2. Payment and Performance Bonds shall be required. The selected vendor shall be required to provide the County with a payment and performance bond, each in the amount equal to one-hundred percent (100%) of the contract as security for the faithful performance of this contract.

3. One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contract shall select the surety company. Required bonds shall be payable to the County of Clarke.

4. All bonds shall be obtained at the bidder's expense and shall be included in the bid price.

5. Insurance Requirements

a) **A Certificate of Insurance will be required from the selected vendor;** please refer to General Terms and Conditions for complete instructions. Please include a sample of your Certificate of Insurance with your bid. All vendors shall include the cost of insurance in their bid pricing.

b) **Due to the type of work involved with this project, the County is requiring that the selected vendor (no matter how many employees the vendor has) have Worker's Compensation Insurance before starting any work with Clarke County.** All vendors shall include the cost of worker's compensation insurance in their bid pricing. The selected vendor must provide evidence of Worker's Compensation Insurance coverage before starting any work.

c) Be sure to instruct your insurance carrier as to how the Certificate of Insurance is to be worded.

- d) Contractor shall be responsible for requiring any subcontractors to have the same amounts/types of insurance as the Contractor.
- e) If you have any questions regarding these limits, please contact the Clarke County Purchasing Office for clarification and discussion.
- f) Note that the selected vendor shall furnish the County with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. The selected vendor must provide an endorsement letter that verifies that Clarke County, its officers, officials, employees, volunteers and agents (as their interest may appear)” are additionally insured.

6. Permits and Licenses

- a) Clarke County Business License and/or a License from the Town of Berryville may be required. Please contact the Town of Berryville (540-955-1099) and the Clarke County Commissioner of the Revenue (540-955-5187) for more information. Only the selected vendor would be required to have a business license from the Town or County, if applicable.
- b) It shall be the selected vendor’s responsibility to pay for any other permits or licenses (building, town, etc.) that may be required for this project. The Clarke County Building Department can be reached at (540) 955-5112.

J. Bid Requirements

- 1. The Contractor shall be presumed to have made a reasonable inspection of the premises before the due date of proposal submission and shall be held responsible for all information available through such inspections.
- 2. Submission of a bid will be a confirmation that the vendor did make a site inspection and is aware of all conditions affecting performance and price.
- 3. One (1) original and two (2) copies of each proposal are requested. The original should be clearly marked “ORIGINAL” on the front of the bid.
- 4. Bids should be prepared simply and economically, providing a complete and concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.
- 5. Ownership of all data, materials, and documentation originated and prepared for the IFB shall belong exclusively to Clarke County and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a vendor shall not be subject to public disclosure; however, the vendor must **clearly** identify the sections by marking “Proprietary” at the top of each applicable page and must explain why the protection is necessary.

K. Submittals

1. Interested vendors should submit the following in their sealed bids. Note that vendors should submit these documents with their proposal even if the County already has them on file from previous jobs, responses, etc.

a. Attachment A: Bid Response Form.

b. Attachment B: Reference Form.

c. Attachment C - SCC Form.

Per § 2.2-4311.2 of the Virginia Public Procurement Act, any contractor/vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Vendors submitting a bid/proposal shall include the identification number that was issued to them by the State Corporation Commission. Any vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its quote a statement describing why the vendor is not required to be so authorized.

d. Attachment D- Company Certification Form.

e. A sample copy of your **Certificate of Insurance** showing coverage. The selected vendor shall provide the County with a Certificate Insurance having Clarke County listed as the Certificate Holder and as Additionally Insured.

f. A signed copy of any **addendum** issued before bid opening date and time.

g. A bid bond.

h. Copies of **any required license**, (state, local, etc.) for this type of work.

i. Please include a copy of your Virginia Contractor's License with your bid.

2. Bids must be submitted in a **sealed envelope or box** and should be clearly marked:

"IFB #16-0712, Intercom Systems Replacement", and sent to:

Clarke County Purchasing
129 Ramsburg Lane
Berryville, VA 22611

3. Bids must be received in the Clarke County Purchasing Office before 3:00 p.m. (local prevailing time) on Tuesday, July 12, 2016 at which time they will be publicly opened and read out loud. Bids submitted after this time will not be accepted. The official time will be determined by the clock in the Clarke County Purchasing Office.

L. Contract Method and Terms

1. Upon review and approval by Clarke County, a purchase order will be issued to Contractor. Receipt of purchase order by Contractor shall be considered the "Notice to Proceed" with starting date indicated.
2. The award shall be based on the contractor's ability to meet all IFB requirements.
3. The Selected Contractor should submit to Clarke County an itemized application for payment as work is completed or one invoice after the successful completion of the project.
4. Vendors should be aware that the County typically does not pay deposits or for work not yet completed.

M. Final Inspection

1. After the completion of the project and before a final payment is approved, a satisfactory inspection of the work will be done by Clarke County.
2. The Contractor, before final acceptance by Clarke County shall correct any errors or defects in workmanship.
3. A final inspection and/or acceptance does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

N. Bid Evaluation Criteria

1. Pricing will be the criteria used to determine the apparent low bidder.
2. The selected vendor must be determined to be a responsible and responsive vendor by the County.

O. Independent Contractor.

1. The selected vendor will be hired as an independent contractor and thus, agrees and understands that they, the vendor and its employees, are not employed by the County of the Clarke or Clarke County Public Schools.

P. Codes, Permits, Fees, License, and Notices

1. None of the terms or provisions of these specifications shall be construed as waiving any other rules, regulations or requirements of authorities.
2. It is the responsibility of the Contractor to obtain and pay for all necessary permits, inspections, licenses and notices.
3. Costs for these shall be the responsibility of the Contractor and shall be included in the estimate or cost of repairs.
4. The Contractor shall supply, when requested, copies of permits and licenses to Clarke County.
5. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
6. In any instance where these specifications call for materials for construction of a better quality or larger size than required by codes, the provision of these specifications shall take precedence. In other words, should the Codes call for better quality or larger size, the codes shall govern.

Q. Contractor's Duties

1. All work performed under this contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by Clarke County or authorized representative.

2. The Contractor shall immediately upon discovery, bring to the attention of Clarke County any conflicts that may occur among the various provisions of the specifications and plans.
3. Clarke County shall resolve such conflicts and shall be responsible for any cost reasonably incurred by the Contractor due to such conflict.
4. Failure of the Contractor to bring conflicts or exceptions to the attention of Clarke County shall allow Clarke County to require any changes deemed necessary before acceptance by Clarke County.
5. Contractor shall be responsible for all property damaged, or persons injured, by the Contractor's and/or subcontractors' negligence. This includes, but is not limited to, fences, trees, plants, grass, walks, drives, building surfaces – interior/exterior, visitors, visitors' belongings and vehicles, county equipment, building contents, etc.
6. Inspection and Acceptance
 - a) The selected vendor should examine areas and conditions under which work is scheduled to occur and notify the County of conditions detrimental to proper and timely completion of work.
 - b) Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to applicator.

R. Material Delivery, Storage and Handling (if applicable)

1. Contractor shall be responsible for (1) the protection of materials from deterioration during delivery, and while stored on site, and (2) all project related deliveries to the site, and materials stored on site.
2. Clarke County is not responsible for any material or equipment that is stored or left on Clarke County property.
3. Materials shall be stored in a neat and safe way as to prevent any type of accident.

S. Owner's Access

1. Clarke County shall have access at all times to the work site.
2. The Contractor shall keep Clarke County advised of the progress of the project and shall provide opportunity for Clarke County to inspect each phase of the project.

3. The Contractor shall provide proper and safe facilities for such access and inspection.

T. Stop Work Notice - Clarke County reserves the right to stop work temporarily at any location because of weather conditions, lack of materials, safety violations, special functions, and/or performance not in accordance with the contract or any other unforeseen circumstances.

U. Procedures for Authority, Workmanship, Inspection and Clean-up

1. Authority.....The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the County authorized representative.

a) The Contractor shall comply with requests and/or orders issued by the authorized representative(s) acting within their authority for Clarke County.

b) The Director of Joint Administrative Services must approve any change to the contract in writing.

2. Workmanship.....All work under the resulting contract shall be performed in a skillful and workmanlike manner. Clarke County may require the Contractor to remove from the job site any Contractor's employee deemed to be incompetent or careless.

a) Contractor shall be responsible for conduct and supervision of its personnel.

b) There shall be no drinking of alcoholic beverages or use of any controlled substance by Contractor's personnel.

c) There shall be no smoking in any County-owned building. There shall be no smoking in any School Building or any School Property.

3. Inspection.....Clarke County may, from time to time, make inspections of the work performed under this contract. Any inspection by Clarke County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

4. Clean-Up.....The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. All waste materials are to be removed from the site and disposed of properly.

V. Special Requirements

1. Accident Prevention and Safety - Each Contractor shall:

- a) Comply with all applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of all persons and property to protect them from damage, injury or loss.
- b) Erect and maintain, as required by conditions and progress of work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs and other warnings against hazards.
- c) Be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Contract.

2. Work hours – It is projected that the selected vendor will be doing most, if not all of the work, while schools are in session during the fall and winter months. Therefore, the selected vendor will need to work during the evenings and nights when students are not in class. The County intends for the selected vendor to work 7-8 hour shifts; therefore, there would be no overtime pay.

3. Work adjacent to private property - Contractor shall conduct construction activities in a manner that will not interfere with adjacent property

4. Urgent reports - It is imperative that each Contractor immediately contact Clarke County in the event of any of the following incidents:

- a) Accidents - report immediately.
- b) Situations or circumstances that could delay work or give cause for claims for extensions or added costs.
- c) Instructions and/or clarifications requested.

III. Project Manual (Scope of Work)

The following project manual has been developed by Lawrence Perry & Associates, on behalf of Clarke County Public Schools.

PROJECT MANUAL TABLE OF CONTENTS

DRAWINGS

T-1 TITLE SHEET

E-C1 COOLEY UPPER CAMPUS FLOOR PLAN – INTERCOM & CLOCK

E-C2 COOLEY UPPER CAMPUS GYM FLOOR PLAN – INTERCOM & CLOCK

E-J1 JOHNSON-WILLIAMS PARTIAL FIRST FLOOR PLAN – INTERCOM & CLOCK

E-J2 JOHNSON-WILLIAMS PARTIAL FIRST FLOOR PLAN – INTERCOM & CLOCK

E-J3 JOHNSON-WILLIAMS PARTIAL FIRST FLOOR PLAN – INTERCOM & CLOCK

E-J4 JOHNSON-WILLIAMS PARTIAL SECOND FLOOR PLAN – INTERCOM & CLOCK

E-J5 JOHNSON-WILLIAMS PARTIAL SECOND FLOOR PLAN – INTERCOM & CLOCK

*These drawings can be downloaded at www.clarkecounty.gov, under business and current solicitations.

CONTRACT FORMS AND GENERAL REQUIREMENTS

DIVISION 01 – NOT USED

DIVISION 02 – EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

DIVISIONS 03 – 06 – NOT USED

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 84 13 PENETRATION FIRESTOPPING

DIVISIONS 08 – 26 – NOT USED

DIVISION 27 – COMMUNICATIONS

27 01 00 BASIC REQUIREMENTS FOR ELECTRICAL SYSTEMS

27 51 23.50 EDUCATIONAL INTERCOMMUNICATIONS AND PROGRAM SYSTEMS

DIVISIONS 28 – 33 – NOT USED

APPENDIX A

D.G. COOLEY LOWER CAMPUS BILL OF MATERIALS

END OF TABLE OF CONTENTS

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.02 SUMMARY:

A. This Section includes the following:

1. Demolition and removal of selected electrical items
2. Patching and repairs

1.03 DEFINITIONS:

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

C. Existing to Remain: Protect all existing construction to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.04 MATERIALS OWNERSHIP:

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.05 QUALITY ASSURANCE:

A. Demolition Qualifications: Utilize experienced personnel that has successfully completed selective demolition Work similar to that indicated for this Project. Those items to be removed and to remain the Owner's property shall be carefully removed and handled to prevent damage.

B. Regulatory Requirements: Comply with governing EPA notification regulations

before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.06 PROJECT CONDITIONS:

A. Owner assumes no responsibility for actual condition for the portions of buildings to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
2. Owner reserves the right to remove materials and equipment from the building for re-use up until the Contractor commences work on the site.

1.07 SCHEDULING:

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 – PRODUCTS

2.01 REPAIR MATERIALS:

A. Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 – EXECUTION

3.01 EXAMINATION:

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 POLLUTION CONTROLS:

A. Use temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by

selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.03 SELECTIVE DEMOLITION:

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches. Maintain portable fire-suppression devices during operations.
5. Maintain adequate ventilation.
6. Dispose of demolished items and materials promptly. Manage items to be stored promptly to prevent damage.
7. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations. The condition of existing carpets and gypsum wallboard ceilings and walls shall be reviewed and noted by the Owner and Contractor prior to the beginning of work.
8. Existing lay-in ceiling tiles that are damaged by the Contractor shall be replaced in like kind to match existing tiles.

3.04 PATCHING AND REPAIRS:

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.05 DISPOSAL OF DEMOLISHED MATERIALS:

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING:

A. Sweep the applicable portions of the building broom clean on completion of selective demolition operation.

B. Vacuum the carpeted floorings of all construction dust, dirt, and debris after completion of cutting and patching.

END OF SECTION

SECTION 07 84 13

PENETRATION FIRESTOPPING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.02 SUMMARY:

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls
 - 2. Penetrations in horizontal assemblies
 - 3. Penetrations in smoke barriers

1.03 ACTION SUBMITTALS:

- A. Product Data: For each type of product indicated.
- B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.
 - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, and when confirmed with Authorities having jurisdiction, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
 - a. The Contractor shall research testing agency documents such as the UL Online Certifications Directory or the UL Fire Resistance Directory for compliant assemblies.
 - b. If no such assemblies can be found, the Contractor shall submit the proposed "engineering judgment" to the Engineer for review.

1.04 INFORMATIONAL SUBMITTALS:

- A. Qualification Data: For qualified Installer.
- B. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.

1.05 QUALITY ASSURANCE:

A. Installer Qualifications: A firm experienced in installing penetration firestopping similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its penetration firestopping products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.

B. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:

1. Penetration firestopping complies with all requirements of the 2012 Virginia Uniform Statewide Building Code.
2. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
3. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping products bear classification marking of qualified testing and inspecting agency.
 - b. Classification markings on penetration firestopping correspond to designations listed by the following:
 - 1) UL in its "Fire Resistance Directory."

1.06 PROJECT CONDITIONS:

A. Environmental Limitations: Do not install penetration firestopping when ambient or substrate temperatures are outside limits permitted by penetration firestopping manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.07 COORDINATION:

A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping is installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping.

PART 2 – PRODUCTS

2.01 MANUFACTURERS:

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Grace Construction Products.
2. Hilti, Inc.
3. Specified Technologies Inc.
4. 3M Fire Protection Products.
5. Tremco, Inc.; Tremco Fire Protection Systems Group.
6. USG Corporation.

2.02 PENETRATION FIRESTOPPING:

A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. Fire-resistance-rated walls include fire partitions.
2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

1. Horizontal assemblies include floors floor/ceiling assemblies and ceiling membranes of roof/ceiling assemblies.
2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
3. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.

D. VOC Content: Provide penetration firestopping that complies with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.

2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.
4. Laboratory Test Reports for Credit IEQ 4: For penetration firestopping sealants and sealant primers, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-wool-fiber or rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
2. Temporary forming materials.
3. Substrate primers.
4. Collars.
5. Steel sleeves.

2.03 FILL MATERIALS:

A. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.

B. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

C. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.

D. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.

E. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

F. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.

G. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion

agents, and fire-retardant additives. Where exposed, cover openings with steel reinforcing wire mesh to protect pillows/bags from being easily removed.

H. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

I. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and nonsag formulation for openings in vertical and sloped surfaces, unless indicated firestopping limits use of nonsag grade for both opening conditions.

2.04 MIXING:

A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 – EXECUTION

3.01 EXAMINATION:

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION:

A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to

areas of bond; do not allow spillage and migration onto exposed surfaces.

3.03 INSTALLATION:

A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce crosssectional shapes and depths required to achieve fire ratings indicated.

3.04 IDENTIFICATION:

A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.05 CLEANING AND PROTECTION:

A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with

specified requirements.

END OF SECTION

SECTION 27 01 00

BASIC REQUIREMENTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This Section specifies the basic requirements of electrical installations. It expands and supplements the requirements specified elsewhere in the project manual.

B. Division 27 shall provide the electrical equipment, electrical wire, raceways and cable work and connections as required for complete and operable electrical systems as indicated in Division 27 Contract Documents. Refer to all other portions of these Contract Documents and apply to those portions of work relating to Electrical Work the same as if the Electrical Work was repeated herein in its entirety.

1.02 SCOPE OF THE WORK:

A. Work included under this section shall include complete electrical systems as shown on the Contract Documents, which includes all of the specifications, drawings, addendums, accepted change orders and the Authority Having Jurisdiction (AHJ) compliances. Provide supervision, labor, material, equipment, machinery, plant, and other items necessary to complete the systems. Items of equipment may be specified in the singular; however, provide the number of items of equipment indicated in the Contract Documents and as required for complete systems.

B. It is the intention of these Contract Documents to call for finished work, tested and ready for operation. Wherever the word "provide" is used, it shall mean "furnish and install complete and ready for use."

C. Minor details necessary for the complete installation and operation of the systems shall be included.

D. Any item that is shown on the drawings but not mentioned in the specifications, or mentioned in the specifications but not shown on the drawings, shall be considered as being both shown on the drawings and mentioned in the specifications and shall be provided.

E. The entire work provided for in the specifications and indicated on the drawings is to be accomplished even though every item and minor detail for the proper installation and successful operation of the entire work may not be mentioned in the specifications or shown on the drawings.

F. All materials and equipment shall be new and listed by Underwriters Laboratories, Inc.

1.03 PERMITS AND FEES:

A. The Contractor shall obtain and pay for all permits, bonds, licenses, and inspection certificates, and shall pay inspection fees and taxes.

B. The Contractor shall file plans and prepare documents required to obtain approvals of the Authorities Having Jurisdiction (AHJ).

1.04 DRAWINGS:

A. Electrical drawings are diagrammatic and indicate general arrangement of systems and work included.

B. Should there be any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and specifications, notify the Engineer and make modifications as directed.

C. Where variances occur between drawings and specifications or within either document itself, include in the contract price the item or arrangement of better quality, greater quantity, or higher cost.

1.05 ROUGH-IN:

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

B. Rough-in openings shall align vertically and horizontally with the building structure and shall be plumb.

1.06 ELECTRICAL INSTALLATIONS:

A. In addition to the requirements of the General Conditions, examine areas and conditions for compliance with installation tolerances and other conditions affecting performance of electrical work. Do not proceed with installation until unsatisfactory conditions have been corrected. Verify all dimensions by field measurements.

B. Install material and equipment in accordance with manufacturer's written installation instructions, applicable requirements of the National Electrical Contractors Association (NECA) "Standard of Installation" and applicable requirements of National Electrical Code (NEC).

C. Coordinate electrical equipment and materials installation with other building components.

D. Arrange for chases, slots and openings in other building components to allow for electrical installations.

E. Where mounting heights are not indicated, detailed or dimensioned, bring to the attention of the Engineer immediately for resolution.

F. Install electrical equipment with National Electrical Code (NEC) required clearances to facilitate maintenance and repair or replacement of equipment components. Connect equipment in such a way as to facilitate future maintenance, with minimum of interference with other items in the vicinity.

G. Coordinate the installation of electrical materials and equipment above ceilings with suspension system, mechanical equipment and systems, and structural components.

H. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std 486A.

1.07 PROTECTION:

A. Protect work against theft, injury, or damage. Carefully store material and equipment off the ground and under cover. Close open ends of work or equipment with temporary covers or plugs during storage and construction to prevent entry of obstructing material. Protect all existing-to-remain items in the building from damage and debris during construction.

1.08 SEALANTS:

A. See Division 7 for fire-stopping sealants required around piping and cable penetrations through fire-rated assemblies. Also, see Division 7 joint sealants required around piping and cable penetrations.

B. Apply sealant around all penetrations into kitchens and dining rooms for pest control.

C. Apply sealant around all exterior mounted electrical devices to provide weatherproofing and pest control.

1.09 CUTTING AND PATCHING:

A. This Article specifies the cutting and patching for electrical equipment, components and materials, to include removal and legal disposal of selected materials, components, and equipment.

B. Do not endanger or damage installed work through procedures and processes of cutting and patching.

C. Arrange for repairs required to restore other work because of damage caused as a result of electrical installations.

D. No additional compensation will be authorized for cutting and patching work that is necessitated by ill-timed, defective, or non-conforming installations.

E. Perform cutting, fitting, and patching of electrical equipment and materials required to:

1. Uncover work to provide for installation of ill-timed work;
2. Remove and replace defective work;
3. Remove and replace work not conforming to requirements of the Contract Documents.

1.10 SLEEVES:

A. Locate sleeves during normal course of work. Provide sleeves for conduit larger than 1" passing through concrete floor slabs and concrete, masonry, tile, and gypsum wall construction.

B. All conduits passing through fire-rated walls or floors or ceilings shall have sleeve assemblies to maintain the fire rating of the wall or floor or ceiling. Pack between sleeve and conduit with U.L. Listed material to maintain wall or floor or ceiling rating.

C. Sleeves shall be constructed of 20 gauge galvanized sheet steel with lock seam joints for all sleeves set in concrete floor slabs terminating flush with the floor. All other sleeves shall be constructed of galvanized steel pipe unless otherwise indicated.

1.11 QUALITY ASSURANCE:

A. Manufacturers: Where a list of manufacturers or a proprietary item is not specified, use manufacturers whose products have been in satisfactory use in similar service for not less than five (5) years.

B. Installer's Qualifications: Firms with at least three (3) years of successful installation experience on projects utilizing material similar to that required for this project.

C. Codes and Standards: Comply with applicable requirements of the following codes and standards.

1. National Electrical Manufacturers Association (NEMA) Standards.
2. 2011 NFPA 70 - National Electrical Code (NEC)
3. 2012 USBC – Virginia Uniform Statewide Building Code
4. 2012 IBC - International Building Code as adopted and modified by the USBC
5. 2012 IFC – International Fire Code
6. 2010 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
7. 2010 ADA Standards for Accessible Design

8. Institute of Electrical and Electronics Engineers (IEEE) Standards
9. National Electrical Safety Code (NESC)
- 10 Other applicable ANSI/NFPA & UL Standards as required for the project

D. Provide material and equipment which is listed by Underwriters Laboratories, Inc. (UL) and which bears the UL label. This applies to materials and equipment for which UL Standards have been established and for which label service is regularly furnished. Assemble materials and equipment, for which no UL Product Category exists for the completed unit, with UL-listed components.

1.12 ELECTRICAL SUBMITTALS:

A. Refer to other portions of this project manual for submittal definitions, requirements and procedures.

1.13 SIMILAR PRODUCTS:

A. When two or more items of same material or equipment are required, they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, conductors, conduit, fittings, sheet metal, steel bar stock, welding rods, solder, fasteners and similar items used in Work, except as otherwise indicated.

B. Provide products which are compatible within systems and other connected items.

1.14 NAMEPLATE DATA:

A. Provide permanent operational data nameplate on each item of power-operated equipment, indicating manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and similar essential data. Locate nameplates in an accessible location. Provide the manufacturer's nearest authorized servicing agency, address and emergency telephone number.

1.15 DELIVERY, STORAGE AND HANDLING:

A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications. Products shall be adequately packaged and protected to prevent damage during shipment, storage, and handling.

B. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage.

C. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

1.16 IDENTIFICATION:

A. Coordinate all room number designations with the actual on-site existing room numbers. Use actual room numbers for all final documentation and display, including but not limited to, programming, annunciator displays, labels, and engraved labels. Include actual room numbers on the drawings for the Record Documents.

1.17 RECORD DOCUMENTS:

A. Mark Drawings to indicate revisions to actual equipment and device locations.
B. Mark Contract Documents to indicate accepted substitutions, Change Orders and actual equipment and material used on the project.

1.18 OPERATING AND MAINTENANCE DATA:

A. Provide O&M manual, to include programming and operation and maintenance data. Include all approved submittals in the manual.

B. Compile and assemble the O&M manual into a vinyl covered, three ring binder, tabulated and indexed for easy reference. Only one copy needs to be submitted for engineer review.

1.19 WARRANTIES:

A. The entire project (material and labor) shall be under warranty from the Contractor for a period of at least one calendar year from the date of Substantial Completion, unless indicate otherwise elsewhere in this project manual. Refer to individual equipment specifications for warranty requirements.

B. Include warranty information in the O&M manual.

C. Provide complete warranty information for each product or piece of equipment, including date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services. Only one copy of each warranty needs to be submitted for engineer review.

1.20 CLEANING:

A. All new materials installed shall be clean (no visible dirt, dust, fingerprints, stains, etc) when the project is turned over to the Owner. All existing items that became dirty due to the Contractor's work shall be cleaned.

1.21 SITE VISIT REPORTS:

A. Respond in writing to each item of discrepancy noted on all site visit reports.

END OF SECTION

SECTION 27 51 23.50

EDUCATIONAL INTERCOMMUNICATIONS AND PROGRAM SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION:

A. The work covered by this section includes the furnishing of all labor, equipment, material and performance of all operations in connection with the installation of the Educational Intercommunications and Program Systems as shown on the drawings and as herein specified.

B. The System shall provide distribution of intercom, overhead paging, emergency paging, class change time tones, emergency tones, program material, prerecorded WAV files for emergency messaging, and time synchronization.

C. The System shall be provided and installed by a qualified sound contractor.

1.02 RELATED DOCUMENTS:

A. The Drawings and general provisions of the Contract, including the General and Supplementary Conditions, apply to the work specified in this section.

1.03 REFERENCES AND CODES:

A. Installer's Qualifications: This Contractor shall furnish the services of a qualified intercom system installer who has been regularly engaged in the furnishing and installation of related communications systems for a period of at least five (5) years, and who is manufacturer-certified to install the system provided.

B. Comply with applicable requirements of Electronic Industries Association standards as pertaining to intercom system and accessories, including listed for U.L. Standard 813 and FCC Part 15.

C. Follow all applicable requirements of 2011 NFPA-70, particularly Articles 640 and 725.

1.04 SUBMITTALS:

A. Product Data: Submit manufacturer's technical product data on intercom/clock systems, including specifications, installation instructions, furnished specialties and accessories.

B. Shop Drawings: Submit riser diagram showing each piece of equipment and the interconnecting cabling, including connections to electrical power supplies. Indicate quantity and type of conductors for each run.

C. Maintenance Data: Submit operating and maintenance data and parts lists for each type of intercom equipment installed, including furnished specialties and accessories. Submit floor plans, drawn to scale of not less than 1/8" = 1'-0", showing each piece of equipment and interconnecting cabling. Indicate quantity and type of conductors for each run. Submit point-to-point wiring diagram of entire system as well as internal wiring diagrams of control panels. Include this data, product data and shop drawings in a maintenance manual.

D. Contractor Qualifications: Submit information on the qualifications of the installing contractor (manufacturer authorization and experience).

1.05 SYSTEM DESCRIPTION:

A. The complete intercom/clock system shall be analog and shall provide at least the following functions and features:

1. Direct dialed, hands-free, two-way communication from all administrative telephones to any location equipped with a talkback speaker.
2. Automatic gain control on intercom speech to assure constant talkback speech level.
3. Microprocessor based system capable of handling up to 720 points. A point is defined as a call-in switch or a speaker output.
4. Modular in design and capable of expanding in increments of 48 points allowing for budget flexibility and expandability.
5. System shall interface with any telephone system, thus allowing the building(s) to upgrade or replace their telephone system without suffering a requirement to replace, or lose any feature of, their internal communications (intercom) system. Any system that limits system features based upon any selected telephone system, and/or is proprietary to one or only a few telephone systems, is not acceptable.
6. Automatically sound a tone or play a pre-page WAV file over any loudspeaker connected for two-way communication to alert the classroom teacher that this two-way call has been established. This is intended to prevent unauthorized monitoring. A privacy tone shall repeat every 15 (fifteen) seconds.
7. Distribution of emergency announcement(s) from any authorized telephone to all areas furnished with a speaker. Emergency announcements shall have the highest system priority.
8. Distribution of general announcements from any administrative telephone,

staff telephone, or classroom telephone. The system shall be capable of providing all-call, group calls, multiple group call, or dial-on-the-fly page groups.

9. Classroom speakers shall be software assignable to any or all of the audio paging/distribution groups.

10. Provide the ability to define and archive unlimited time tone schedules with up to 255 events per schedule. Each scheduled event shall be capable of controlling any one of 6 internal tones, user selected custom audio/voice phrases, audio from any of 3 auxiliary sources or up to 40 relays for building control. Each scheduled audio event shall be distributable to up to 72 audio groups. The system shall feature the ability to automatically initiate up to 8 schedules per day, based upon the day of the week or calendar dates up to one year in advance. Up to 8 daily schedules shall operate simultaneously. Schedule administration, modification and creation functions shall be available through administration PC software. Systems that do not allow the facility's personnel to manage their own schedules with PC software or do not offer calendar based scheduling up to one year in advance or require separate page and time groups are not acceptable.

11. Provide a 1, 2, 3 or 4 digit numbering plan, thus allowing the classroom speaker and the classroom telephone to be the same architectural number.

12. Provide facilities for up to 7 call-in priority levels. Each classroom call button shall be assignable to any one or two of these priority levels. The call button priority levels shall have the capacity to change state on a time of day basis.

The priority levels shall be as follows:

- a. Normal
- b. Security
- c. Normal/Emergency
- d. Urgent/Emergency
- e. Overhead Ring
- f. Emergency Only
- g. Ignore

13. Call button priority levels shall determine call queue placement. Emergency calls shall be answered first, urgent calls second, and normal calls last.

14. In the event of a crisis situation and the Administrative lines have many calls in queue, it shall be possible to cancel all incoming queued calls via an emergency override button in order to make emergency announcements. Systems that do not have this ability are not acceptable.

15. Any classroom/area loudspeaker shall have the flexibility to be programmed as a testing room. A testing room shall be excluded from receiving general announcements, class change tones, group announcements and program material. The testing room shall receive emergency tones and announcements. A dial code shall be provided that will access all testing rooms at the same time, allowing for common instruction during standardized testing. The testing rooms shall be able to be reactivated to normal operation at any time by the administration staff as needed. As an option, testing rooms shall feature the ability to automatically reset to normal operation before start of class the next day.

16. Programmable features shall be stored in non-volatile memory and shall not be lost due to power failures.

17. Classroom initiated intercom calls shall be assignable to ring at specific administrative ports. These administrative ports shall have the flexibility to be forwarded to other administrative ports should a call go unanswered or should the assigned administrative port be busy.

18. Facilities to annunciate incoming intercom calls at multiple administrative phones simultaneously. Calls shall be capable of being answered from any of the administrative telephones by simply lifting handset, dialing the room number or pressing a button on the telephone. Once answered, the call shall automatically be cancelled for other administrative phones.

19. System functionality shall include the capability to manually distribute up to 5 alert emergency tones and/or 60+ custom audio files via pushbuttons, contact closure, or dial code from administrative telephones. The tones shall be customizable with respect to cadence, type and duration. Dial up tones shall only be accessible by authorized users.

20. The system shall provide a minimum of 4 ports to be connected to the telephone system from the system. These 4 intercom lines shall provide builtin Enhanced Caller Line Identification which will visually announce the name of the teacher or location, the architectural classroom number, and call priority level, thus allowing interface to any telephone system. Systems that require integration to a specific telephone system or systems in order to offer this feature, or any system feature, are not acceptable.

21. The system shall have the ability to control integrated relays. Relays shall be controlled through the administrative software, DTMF controlled, automatically cycle at a programmed time of day, follow time schedule events, follow audio group events, follow security calls, and follow emergency and ADA calls. All relays shall be software programmable with the flexibility to change as required. A minimum of 8 relays shall be provided.

22. The system shall provide at least 3 simultaneously operating, non-restrictive program distribution channels. The audio program material shall be controlled and distributed with administration PC software allowing simple and easy changes. Systems that require manually operated switch-banks or DTMF telephone codes for distribution are not acceptable.

23. The system shall feature voice call progress. When two or more system users attempt to announce into the same area, the unsuccessful user shall be notified via a voice message. When a user's announcement attempt is overridden by a higher priority announcement, the overridden user shall be notified via a voice message.

24. The system shall have the ability to store up to 60 minutes of WAV files directly onto the CPU, which shall not be lost due to power outage. The WAV files shall feature programmable priority levels. They shall be programmable as to override any class change tones, normal all call, music, and intercom in the event of an emergency. The WAV files shall have the ability to be broadcast into any one or all of the audio groups as well to any zone within the system. The WAV files shall have the ability to be broadcast via a schedule for any day of the week or time of the day. They shall have the ability to broadcast for any duration of time and/or repeat. The WAV files shall be able to be broadcast via a pushbutton selecting which WAV file is broadcast, the priority level, where it is broadcast, and how many times it shall play. The WAV files shall have the ability to be utilized as class change tones within the system. These files shall be able to replace any tone within the class change schedules so as to offer the flexibility of customizable tones and or phrases in this class change mode. The WAV files shall be programmable as to replace all system alert tones.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

A. Basis of design is the Valcom Class Connection intercom/clock system. No substitutions are allowed for Cooley Upper, as the school district is matching the existing system at the Lower Campus of D.G. Cooley Elementary School; for the Contractor's reference, Appendix A contains the bill of materials from the Cooley Lower Campus installation. For Johnson-Williams, acceptable equal manufacturers are Care Hawk, Rauland and Bogen, as long as they provide the same functions and features as the specified system.

2.02 INTERCOMMUNICATION CONTROL UNIT:

A. Shall be capable of expanding to 720 points. A point is defined as a call-in switch or speaker output.

B. Provide pre-alert tone to classroom for intercom calls and general announcements.

C. Ability to program and control built-in master clock with unlimited events and

unlimited time schedules with multiple audio groups.

D. Ability to control wired or wireless clocks with various correction methods.

E. Ability to produce user defined tone signals for time tones or emergency tones.

F. Ability to select the tone on an all call basis from any, or selected, administrative telephones.

G. Provide an RS-232 and Ethernet port, which will give ability to monitor operations and functions of the systems.

H. Provide off-site programming and diagnostics of the system, with capability to determine basic circuit faults.

I. The system shall be capable of simultaneous conversations between administrative ports.

J. The system shall have a Windows® based PC administration programming tool which allows the administrative personnel to easily manage audio sources, class change schedules, paging groups, time updates, caller ID descriptions, holiday schedules and day/night mode operation from their desktop PC across a standard Ethernet LAN. It shall also have the ability to activate on board WAV files on a schedule and/or immediately in the event of an emergency at the highest priority override level. Systems that require proprietary consoles, special LCD displays or solely utilize DTMF for changes to perform these functions are not acceptable.

K. System shall provide calendar based scheduling up to one year in advance.

L. The system shall be programmable via Ethernet or direct COM port cable connection.

M. System shall be capable of utilizing 45-ohm or 25-volt speakers for classroom type speakers.

N. System speakers shall be capable of utilizing standard plenum-rated Cat6 telephone/data wiring for installation, thus allowing for only one type of wiring infrastructure within the building.

O. Provide 8 unrestricted simultaneous audio paths for communication between administrative phones, program material, time tone distribution, and paging. Systems that do not allow simultaneous pages to different paging groups are not acceptable.

P. Provide 6 software programmable pushbutton inputs that can be used to activate tones, emergency tones, time tones, schedules, set system time, force a holiday schedule, door entry, etc.

Q. Provide 8 software programmable output contact closures which can be activated manually to turn on cameras, unlock doors, emergency lockdown, etc., or automatically via built-in master clock.

R. Provide voice-synthesized call-in, which allows the administrative telephones to hear the room number of the originating station over the handset.

S. Provide a call confirmation tone at speaker when an intercom call is placed. This shall verify that the call has been placed in queue. If the call is upgraded to an emergency, a second confirmation tone shall be activated.

T. Automatically announce the architectural room number over any one, group, or all speakers if an emergency call-in goes unanswered for a programmable period of time. Systems that do not announce emergency call-ins are not acceptable.

U. System shall have the capability to tie to a WAN to provide district wide all call paging as well as multi-building paging for the purposes of mass notification. Access to individual rooms for intercom purposes via the WAN shall also be supported.

V. System shall be capable of being integrated with the building's VOIP telephone system. Contractor shall provide all necessary hardware, modules, cards, wiring, etc. for a complete and fully functioning link to the phone system. Link shall allow phones to have all features and functionality of system administrative display phones.

W. Provide capability for seizing control of the speakers of an integrated audio system (local sound system) and muting the sound system program for transmission of announcements from the intercom system.

X. Provide Emergency Override On Board Voice Messaging via the following methods:
Any authorized PC on the building's LAN/WAN
Any authorized telephone
Any pushbutton

2.03 MASTER CLOCK AND SECONDARY CLOCKS:

A. The Master Clock shall be directly connected to the system's CPU allowing programming and visual annunciation of all clock features from the same software package controlling the system. Systems requiring a separate assembly with a separate software package will not be accepted. The Master Clock shall be able to be programmed completely from a web interface that can be accessed through any typical web browser.

B. The Master Clock shall have the ability to control secondary clocks via a digital 2-wire or 2-wire/3-wire correction scheme which can be delivered over a single pair of wires within the same Cat6 cable carrying audio to the classroom speakers and call

switches. The Master Clock shall sync to the National Time Standard via web interface to SNTP servers.

C. Digital secondary clocks shall have a 2.5" high efficiency red LED numeral display, except shall be 4" in the cafeteria and gym and auditorium; for Johnson-Williams, clock displays shall be blue (if this is an available option). The clock shall have a 12/24-hour display format and two levels of adjustable brightness, and shall feature immediate correction for time changes. The clock shall have plug and play features with no settings required, and shall be microprocessor based. The clock shall feature automatic polarity detection and automatic protocol detection. It shall be designed for use with either a 2-wire or 3-wire system; the system shall regulate the clocks by 2-wire digital communication protocol or via 2-wire/3-wire protocols. The clock shall operate on 24V for power, using the same wires as are used for the correction signal. When input is lost, the colon of the clock display shall flash. The clock bezel shall be anti-glare red with a smooth surface. No external screws or studs shall be visible on the bezel or clock housing. Provide Valcom V-D2425B and V-D2440B (with V-DMKIT for double-face mounting).

D. Provide a double face secondary clock, where indicated on the drawings, to allow viewing from either direction when located in hallways, corridors, etc.

2.04 PERIPHERAL INTERCOM SYSTEM DEVICES AND EQUIPMENT:

A. Wiring System Materials: Provide plenum-rated shielded and/or unshielded wire and/or cable in accordance with requirements of manufacturer.

B. Equipment Rack: Provide floor-mounted equipment rack constructed of 16-gauge steel, mounted on casters, designed for standard 19" rack panels with sufficient vertical panel space to accommodate head-end equipment. Provide blank filler plates to completely enclose the front of the rack. Provide 20% spare capacity.

C. Administrative Equipment:

1. Standard desk-mounted, 12-button pushbutton telephone to provide access to all intercom system functions including intercom, emergency and normal paging, conference calling, call-forwarding and alarm and tone signaling. Additional features: 4-line x 16-character digital display; display of the time of day; display of the numbers of up to four unanswered calls; display of eight outside lines and status; flashing word "HELP" in the event of an emergency call; display of an emergency 911 alert; speakerphone for handsfree operation; a red status LED which illuminates to indicate a system-busy condition and which flashes when calls are placed into the system. Provide one (1) for each school (total of 2), with cabling to location directed by Owner. Provide Valcom VEADP.

2. Provide additional administrative equipment installed in a black desktop rack enclosure at the main reception desk, with equipment equal to the Valcom VEPDP Program Distribution Panel and the Valcom VERDP Music-AM/FM

CD Control Panel, allowing for the control of emergency signals and notification tones and the distribution of music and audio. Also provide a desk-mounted paging microphone (Valcom V-400). Coordinate with Owner for exact location of this equipment. Cabling for this equipment shall be a plenum-rated 25-pair Cat6 cable and a plenum-rated shielded 2-pair microphone cable from the Program Distribution Panel back to the head-end.

D. Speakers, Ceiling Mounted:

1. Lay-in Ceilings: The speaker shall be 2'x2' lay-in type and shall consist of a white perforated grille, a speaker and integral backbox, and shall be selfamplified. A volume control shall be accessible through the perforated grille. The speaker assembly, amplifier module, housing and hardware shall be electrically and acoustically matched for a frequency response of 80 Hz to 15 kHz. The speaker shall be 8" in diameter and have a 5 oz. ceramic magnet. The 8" speaker cone material shall be paper. The speaker impedance shall be 45 ohms. The diameter of the voice coil shall be .75" diameter. The selfamplified assembly shall include an amplifier and volume control. Distortion shall be less than 1.5% at rated output of 1 watt RMS. Signal to noise ratio shall be -70dB. The amplifier shall operate on a 24Vdc nominal, positive ground power supply. Operating current shall be 50mA at 24 Vdc. The baffle shall be constructed with a single piece of perforated steel with a white baked on acrylic enamel finish. The backbox shall meet or exceed A.S.T.M. E84 flame and smoke test and have a three-hour burn rating (UL181). Four seismic tabs shall be provided for additional mounting integrity. Provide T-bar where needed for mounting in 2x4 ceiling grid. Provide Valcom VE9022A-2 for one-way, VECTLA-2 for talk-back.

2. Hard Ceilings: The speaker shall be flush mounted 8" amplified and shall include a speaker, amplifier, volume control and round grille. The speaker assembly, amplifier module, housing and hardware shall be electrically and acoustically matched for a frequency response of 80 Hz to 15 kHz. The speaker element shall be cone type with 5 oz. ceramic magnet. Diameter of speaker cone shall be 8.0". Voice coil diameter shall be .75". Voice coil impedance shall be 45 ohms. Distortion shall be less than 1.5% at rated output of 1 watt RMS. Signal to noise ratio shall be -70 dB. The amplifier shall operate on a 24 Vdc nominal power supply. Operating current shall be 50 mA at 24 Vdc. A screwdriver adjustable volume control shall be provided at the center of the grille; this externally accessible volume control shall make it possible to adjust volume level of speaker without removal of unit. The grille shall be constructed of steel, finished in semi-gloss white enamel. Provide backbox and/or support bridge as necessary. Speaker and grille shall be 13" diameter round. Valcom V-1020C.

3. Speakers shall be talk-back type where specifically indicated on the drawings.

E. Speakers, Wall Mounted: The speaker shall be flush mounted amplified and shall include a speaker, amplifier, volume control and square grille in a surface enclosure. The speaker assembly, amplifier module, housing and hardware shall be electrically and acoustically matched for a frequency response of 80 Hz to 15 kHz. The speaker element shall be cone type with 5 oz ceramic magnet. Diameter of speaker cone shall be 8.0". Voice coil diameter shall be .75". Voice coil impedance shall be 45 ohms. Distortion shall be less than 1.5% at rated output of 1 watt RMS. Signal to noise ratio shall be -70 dB. The amplifier shall operate on a 24 Vdc nominal power supply. Operating current shall be 50 mA at 24 Vdc. A screwdriver adjustable volume control shall be provided at the center of the grille; this externally accessible volume control shall make it possible to adjust volume level of speaker without removal of unit. The grille and enclosure shall be constructed of steel, finished in semi-gloss white enamel. The enclosure dimensions shall be approximately 12" square by 3" deep. Speaker shall be talk-back type where specifically indicated on the drawings. Provide Valcom V-1052C for one-way, V-WTGY for talk-back.

F. Horn Speakers: The speaker shall be weather-resistant high-efficiency reentrant type horn with high frequency diffuser. It shall be equipped with an amplifier and externally accessible volume control. It shall include a detachable base for wall mounting or single, double or octagon electrical box mounting and omni-directional ball joint mounting bracket to allow precise positioning in the vertical and horizontal planes with a single adjustment. An I-beam mounting clamp shall also be provided. The frequency response shall be 225 Hz to 14 kHz. Dispersion shall be 120 degrees horizontal and 90 degrees vertical. Sound pressure level shall be 116 dB measured at 4 feet (1.22 m) on axis with an input to the amplifier module being -10 dBm at 1 kHz. Distortion shall be less than 2.05% at rated output of 5 watts RMS. Output load shall be 8 ohms. Input impedance shall be 600 ohms nominal. The amplifier shall operate on a 24 Vdc nominal, positive ground power supply. Operating current shall be 300 mA at 24 Vdc. Operating temperature shall be -4 to 131 degrees F (-20 to 55 degrees C). Operating humidity shall be 0-95% noncondensing. The horn shall be constructed of high impact ABS plastic. Color shall be gray. Where exterior, horn shall be mounted in surface-mounted box with grille. Provide Valcom V-1030C.

G. Provide amplifiers in head-end rack as needed.

H. Call-in Station/Switch: Call switches shall have both a "Normal" and an "Emergency" momentary pushbutton style switch with a square plastic cap (black cap for "Normal" switch, red cap for "Emergency" switch) mounted in a brushed stainless steel faceplate. A pulse generator shall be provided as part of the call station to convert a single press of the red emergency button to the four closures required to generate an "Emergency" Class of service call. The call station shall be line powered. The unit shall have built-in volume control accessible only when the cover plate is removed or via a small port in the cover plate (not a knob). The unit shall be compatible with single gang electrical boxes. Provide Valcom V-2970.

1. Any two-way speaker that has an associated call switch shall have its audio

pair wired through the call-in switch for volume control. The associated speaker(s) shall be tapped at the “next to loudest” volume level.

I. Volume Knob: Volume control knob shall be a black rotary knob with 10 selectable volume levels. The unit shall be compatible with single gang electrical boxes and shall be mounted in a brushed stainless steel faceplate. Provide Valcom V-1092.

J. Provide an uninterruptible power supply (UPS) in the head-end equipment rack that can run the system for 5 minutes.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. All wiring shall be in accordance with the Manufacturer’s specifications. Wiring shall meet all local and state codes. All wiring shall be ground and short tested.

B. Raceways: Cables shall be exposed where above A.C.T. ceilings – follow routing of existing cabling being removed. Cables shall be neatly and properly supported from the structure (not ductwork, piping or conduit) or from J-hooks or straps in such a way that they will not be strained as the building settles. Where cables are not above A.C.T. ceilings, provide raceways for cables. Where cables must pass through partitions (such as floors or walls) and there is no existing pathway to use, provide EMT conduit sleeves sized as required and bushed at both ends - cables are not allowed to poke through partitions without a conduit or sleeve. No conduit or sleeve shall be smaller than 3/4". Re-use existing raceways as much as possible. Where new surface raceway is required, provide thin white metallic single-channel surface raceway by Wiremold or equal, along with all fittings and boxes necessary. All new raceways shall be supported as required by NEC, and shall have minimum 4"x4"x2-1/8" steel boxes where required by NEC.

C. Install wiring of power-limited circuits in raceways where exposed. Provide cables in plenum spaces used for environmental air in metallic raceways or with cable jackets approved for use in plenum spaces.

D. Install wires and cables without splices. Make connections at terminal strips in cabinets or at equipment terminals. Make soldered splices in electronic circuits in control cabinets.

E. Terminate wiring for equipment rack at terminal cabinet and provide wiring in a single cable to rack. Make provisions in cabinet and in cable for 20% future expansion.

F. Provide all connections required to fully integrate the system with the buildings’ VOIP telephone system. The Owner’s existing VOIP phones shall be capable of the following:

1. All-call initiated from any VOIP phone
2. Call to an individual room from two Owner-designated VOIP phones

3. Call to a group of rooms from two Owner-designated VOIP phones
4. Emergency call from two Owner-designated VOIP phones

G. Provide an equipment grounding system installed to metallic structures, racks, enclosures, raceways, junction boxes, outlet boxes, pull boxes, cabinets, portable equipment and other conductive items in close proximity to electrical circuits. All grounding conductors shall be copper with green insulation, sized per NEC.

H. Provide permanent labeling on all equipment cabinets, racks and enclosures.

I. For D.G. Cooley Upper Campus, coordinate with the district's IT personnel to interface this system with the D.G. Cooley Lower Campus intercom system, such that the 2 schools will have a unified intercom system (e.g., a classroom at the Upper Campus shall be capable of being paged from the Lower Campus, and vice-versa). There is existing fiber optic data cabling connecting the two Cooley campuses that can be used for this interconnection.

3.02 INSPECTION, TESTING AND COMPLETION:

A. The manufacturers' authorized representative shall provide supervision of final system connections, perform a complete functional test of the system, and submit a written report to the Contractor attesting to satisfactory operation of the system. In addition, complete on-site operational instruction shall be provided to the Owner's designated personnel.

B. All materials and installation shall be guaranteed to be free of defects in material and workmanship for one year after final acceptance of installation and test.

C. Upon completion of the installation, four (4) copies of complete operational instructions shall be furnished, complete with record drawings. Instructions shall include part numbers and names, addresses, and telephone numbers of parts source. Final payment shall not be made until operational and maintenance manuals have been received.

D. Final acceptance will be granted after completion of successful acceptance testing, presentation and submittal of instructions, and transmittal of Owner's and Service manuals.

E. Provide a minimum of 4 hours of on-site factory-authorized training to the Owner's personnel.

F. Nothing herein contained shall be construed to relieve the Contractor from furnishing a complete and acceptable system in all its categories. The engineer will condemn and reject any materials or labor which are or may become detrimental to the accomplishment of the intents of these specifications.

END OF SECTION

APPENDIX A; D.G. COOLEY LOWER CAMPUS BILL OF MATERIALS

| Model # | Description | Manufacturer |
|---------|-------------|--------------|
|---------|-------------|--------------|

Headend Equipment

| | | |
|---------------|---|-----------------|
| WRK-37-27 | 19" Equipment Rack, 37RU | Middle Atlantic |
| SPN-37-267 | Side Panels, 37RU | Middle Atlantic |
| EVT-1 | Ventilated Blank Panel, 1RU | Middle Atlantic |
| FD-37 | Cabinet Front Door | Middle Atlantic |
| EFP3-1 | 19" Fan Panel, Recessed Mount | Atlas Sound |
| SMART1500RM2U | Smart-UPS, 1500VA, 120v | TrippLite |
| PD-920R | Surge Suppressor/Power Strip | Middle Atlantic |
| VC-6124P | Power Supply, 6 amp, Positive 24 VDC | Valcom |
| VP-9202 | Shelf Mount For Power Supply | Valcom |
| V-DCH | 2-Wire Head End Clock Driver Package (2 RU or Wall Mount) | Valcom |
| VE48TR-5 | Class Connection Talkback Intercom System, 48 Zones, w/ VECPU-5,Rack Mount | Valcom |
| VEPDP | Program Distribution Panel (3 RU) | Valcom |
| VERDP | Rack Mount Control Panel with AM/FM/CD (3 RU) | Valcom |
| CT-1020-962 | Caster Kit for Intercom Rack (Tray) | Atlas Sound |
| VP-2124D | Power Supply, 2 amp, 24 VDC | Valcom |

System Components w/ Clock

| | | |
|-----------------|--|----------|
| V-1030C | 5-Watt Horn | Valcom |
| V-1092 | Wall Mount Volume Control | Valcom |
| V-1094A | Page Port Preamp/Expander | Valcom |
| V-2970 | Emergency/Normal Call Switch w/Volume Control - Stainless Steel | Valcom |
| V-D2425B | 2.5" Digital Clock, 24Vac/Vdc | Valcom |
| V-D2440B | 4.0" Digital Clock, 24Vac/Vdc | Valcom |
| V-DMKIT | Digital Clock Mounting Kit | Valcom |
| VE9022A-2 | 2 x 2 Lay-In Ceiling Speaker, (NOTE: packaged 2 per box) | Valcom |
| VECTLA-2 | 2 x 2 Lay-In Ceiling Speaker, Talkback w/Vol. Preset Taps (NOTE:packaged 2 per box) | Valcom |
| V-WTGY | Wall Mounted Talkback Speaker | Valcom |
| V-1052C | 8" Wall Speaker, Metal, Black/Gray | Valcom |
| V-LPT | One-Way Paging Adapter | Valcom |
| V-SER | Clock Card | Valcom |
| V-VCU | 6 amp 2-wire Clock Driver Kit | Valcom |
| V-400 | Dynamic Desk Paging Microphone | Valcom |
| V-WGD4 | 4" Wire guard for Digital Clock | Valcom |
| VEADP | Administrative Telephone | Valcom |
| VECRK | 9 Position Rack Mount and Power Harness | Valcom |
| SQD8501RSD42V53 | 24V Priority Override Relay | Dominion |
| SQD8501NR42 | Relay Base | Dominion |
| V-9939B | Microphone Adapter | Valcom |
| VETCM | 45 OHM Station Card | Valcom |

Cable, Plates & Miscellaneous

| | | |
|------------|--|---------|
| 30237-8-BL | Cat 6, 4-pair UTP Cable, Plenum (Blue) | Hitachi |
| Cat 32 | J Hooks/Supports | Caddy |

OR-70800178
S66M1-50
Misc.

Cable Ties (Bag of 1,000)
Connecting Blocks
Connectors, RJ-45 Cat 6 Plugs, Connectors, etc.

Ortronics
Siemon
Local

ATTACHMENT A: REFERENCE FORM

This form should be completed and returned as part of your bid. Contractors should provide the following references for four (4) most recent and similar projects.

| | |
|----------------------------------|-------|
| 1. FIRM NAME | |
| CONTACT PERSON | TITLE |
| STREET ADDRESS, CITY, STATE, ZIP | |
| TELEPHONE | FAX |
| SPECIFIC INFORMATION | |
| 2. FIRM NAME | |
| CONTACT PERSON | TITLE |
| STREET ADDRESS, CITY, STATE, ZIP | |
| TELEPHONE | FAX |
| SPECIFIC INFORMATION | |
| 3. FIRM NAME | |
| CONTACT PERSON | TITLE |
| STREET ADDRESS, CITY, STATE, ZIP | |
| TELEPHONE | FAX |
| SPECIFIC INFORMATION | |
| 4. FIRM NAME | |
| CONTACT PERSON | TITLE |
| STREET ADDRESS, CITY, STATE, ZIP | |
| TELEPHONE | FAX |
| SPECIFIC INFORMATION | |

Attachment B – Bid Response Form.

This form should be completed and returned in your bid packet.

Note: Sealed Bids should be clearly marked, “IFB #16-0712 Intercom Systems Replacement” and must be received in the Clarke County Purchasing Office before 3:00 P.M. (local prevailing time), Tuesday, July 12, 2016, at which time they will be publicly recorded. Bids received after this time will not be accepted. The official time will be determined by the clock in the Purchasing Office.

1. NAME AND ADDRESS OF FIRM/BIDDER

| | | |
|------------------|------|--------|
| SIGNATURE | | |
| BY (print name) | | |
| TITLE | DATE | |
| COMPANY NAME | | |
| STREET ADDRESS | | |
| CITY, STATE, ZIP | | |
| TELEPHONE | FAX | E-MAIL |

| | | |
|---|-----------------|-------|
| SOCIAL SECURITY OR FEDERAL TAX I.D. # | | |
| CLARKE COUNTY BUSINESS LICENSE # | | |
| VIRGINIA CONTRACTOR'S LICENSE # | EXPIRATION DATE | CLASS |
| NAME OF INSURANCE CARRIER, BROKER OR AGENCY | | |

Pursuant to and in accordance with "INVITATION FOR BIDS #16-0712", the undersigned agrees to provide, deliver, install an intercom system replacement, as specified in this IFB.

LUMP SUM PRICE FOR THE INTERCOM REPLACEMENT AT JOHNSON-WILLIAMS MIDDLE SCHOOL

\$ _____

(Please write the numeric value and then printout the amount in text beside the numeric amount).

LUMP SUM PRICE FOR THE INTERCOM REPLACEMENT AT D.G.COOLEY ELEMENTARY SCHOOL-UPPER CAMPUS

\$ _____

(Please write the numeric value and then printout the amount in text beside the numeric amount).

NOTE: THAT THE PRICING FOR THE TWO SCHOOLS WILL BE HANDLED AS TWO SEPARATE BIDS. THERE WILL BE AN APPARENT LOW BIDDER FOR THE MIDDLE SCHOOL AND AN APPARENT LOW BIDDER FOR THE ELEMENTARY SCHOOL. TWO SEPARATE CONTRACTS WILL BE AWARDED FOR THIS IFB: ONE FOR THE MIDDLE SCHOOL AND ONE FOR THE ELEMENTARY SCHOOL. IT IS POSSIBLE THAT ONE VENDOR WILL BE AWARDED BOTH CONTRACTS, IF THAT VENDOR IS DECLARED THE APPARENT LOW BIDDER FOR BOTH SCHOOLS AND IS DEEMED RESPONSIBLE AND RESPONSIVE.

ESTIMATED TIME OF COMPLETION FROM DATE OF AWARD:

JOHNSON-WILLIAMS MIDDLE SCHOOL: _____ CALENDAR DAYS

D.G. COOLEY ELEMENTARY SCHOOL-UPPER CAMPUS _____ CALENDAR DAYS

All prices shall include all material, equipment, labor, fuel, transportation, permits, licenses, insurance premiums (including Worker's Compensation) required to complete this project. All prices shall not include sales tax; Clarke County is tax-exempt.

3. SUBCONTRACTORS

The following Subcontractors are proposed for the item(s) of work listed. Trade contractors are subject to review per the General Conditions. List only firms that will supply any labor at this site.

| ITEM OF WORK | SUBCONTRACTOR |
|--------------|---------------|
| | |
| | |

5. RECEIPT OF CORRESPONDENCE

The undersigned acknowledges receipt and inclusion of the following into the bid: (If none, write "NONE".)

- A. Addendum No. _____ Dated: _____
B. Addendum No. _____ Dated: _____

6. BID PRESENTATION

- A. The Bidder having carefully examined the Bid Documents and all other related documents, fully reviewed the existing site conditions, and having become familiar with all conditions affecting the proposed work, including the availability of labor, materials and equipment, agrees to perform all Work required by the Bid Documents at the prices noted above.
- B. The Bidder, if awarded a Contract, agrees to commence the work on the date(s) specified in the Notice(s) to Proceed; to carry the work forward expeditiously with adequate forces; and subject to authorized adjustments, to achieve completion in accordance with the dates or periods of performance set forth in the Contract Documents.

7. BIDDER'S ORGANIZATION (strike out all conditions that do not apply)

- A. An individual or sole proprietorship
B. A partnership
C. A joint venture
D. A corporation organized under the laws of the State of _____

8. ATTACHMENTS

The following is a checklist of items that should be included with this Bid Response Form and should be completed by the Bidder:

- A. _____ Attachment A – Reference Form
- B. _____ Attachment C-SCC From
- C. _____ Attachment D- Company Certification Form
- D. _____ Copy of Virginia Contractor's License
- E. _____ Sample Certificate of Insurance
- F. _____ Bid Bond
- G. _____ Copies of any required trade licenses

9 SIGNATURE AND SEAL

Signed and sealed this _____ day of _____, 20____

BIDDER - SIGNATURE: _____

NAME: _____

TITLE: _____

Notary Public

My commission expires the _____ day of _____, 20____

END OF BID RESPONSE FORM



ATTACHMENT C:
CLARKE COUNTY
DEPARTMENT OF JOINT ADMINISTRATIVE SERVICES
PURCHASING DEPARTMENT
129 Ramsburg Lane Berryville, VA 22611
Phone (540) 955-5185 Fax (540) 955-0456

Compliance with Virginia Law for Transacting Business in Virginia.

The undersigned hereby agrees, if this Bid/Proposal is accepted by Clarke County, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

Please complete the following by checking the appropriate line that applies and providing the requested information:

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offer is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

Dr. Chuck Bishop
Superintendent

Rick Catlett
Assistant Superintendent



Dr. Cathy G. Seal
Director of Curriculum and Instruction

Randy Trenary
Director of Operations

Clarke County Public Schools

309 West Main Street
Berryville, Virginia 22611

Phone: (540) 955-6100 **www.clarke.k12.va.us** **FAX:** (540) 955-6109

CLARKE COUNTY, VIRGINIA
IFB #16-0712
INTERCOM SYSTEMS REPLACEMENT

ATTACHMENT D - COMPANY CERTIFICATION

The undersigned, on behalf of _____
(insert company name)

hereby certifies to the Clarke County School Board and Clarke County Public Schools that any employee of the company who will have direct contact with students on school property during regular school hours or during school-sponsored activities while providing services called for in the contract:

- A. has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

This certification is provided in accordance with the provisions of § 22.1 - 296.1 of the Code of Virginia.

Certification is also made in accordance with § 2.2 - 4311.1 that:

- A. The contractor does not, and shall not during the performance of the contract for goods and services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

Signature: _____ Date: _____

Printed Name and Title of Person Making Certification

Address: _____ Phone: _____

Fax: _____

Service(s) Provided: _____

ATTACHMENT E:
COUNTY OF CLARKE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are required for all sealed and unsealed written solicitations issued by the County of Clarke. The County of Clarke includes the Clarke County Board of Supervisors and General Government, the Clarke County School Board and School System, and all other agencies, boards, and commissions under the fiscal direction of the Clarke County Board of Supervisors.

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- A. **COMPETITION INTENDED:** It is Clarke County's intent that this document permits competition. It shall be the prospective bidder's responsibility to advise the Director of Joint Administrative Services in writing if any language requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this document to a single source. The Director of Joint Administrative Services must receive such notification not later than ten (10) calendar days prior to the date set for the bids to close.
- B. **INQUIRIES:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder shall contact the Director of Joint Administrative Services, no later than seven (7) days before the due date.

Any changes after the bid is advertised will be official only when submitted in writing and signed by the Director of Joint Administrative Services.

Any and all changes will be made by addendum and sent to all recorded holders of the bid documents.

All addenda issued will become part of the bid.

For a list of specific persons available to discuss this bid, see Points of Contact.

- C. **INCONSISTENCY IN PROVISIONS:** In the event there are inconsistencies between the General Terms and Conditions and any other schedules contained herein, the first shall govern.
- D. **COOPERATIVE PURCHASING:** It is the desire of Clarke County that all other jurisdictions be allowed to "ride the bid" and enter in to a contract with any successful Contractor chosen by Clarke County, based on mutual agreement between successful Contractor(s) and other jurisdiction(s).

If this bid is used as a cooperative IFB issued by Clarke County, the following would apply:

1. Clarke County is acting as the "Contracting Agent" for the jurisdictions concerned and shall not be held liable for any costs, damages, etc., incurred by any other jurisdiction.
2. Each jurisdiction will execute its own purchase orders with the Contractor(s) and be invoiced accordingly, in accordance with each jurisdiction's purchasing policy and procedures.
3. For copies of other jurisdictions' terms and conditions, Contractor must contact them.

- E. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Article 6 of the Virginia Public Procurement Act (VPPA) as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered in to by Clarke County. A copy of these provisions may be obtained from the Director of Joint Administrative Service upon request.

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or Subcontractor in connection with their bid, and that they have not conferred to any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The provisions referenced above supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.2-3100 et. Seq.). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act. To the extent that violations of the ethical standards of conduct constitute violations of the Code of Virginia, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth.

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Clarke County, all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Clarke County, under said contract.

Consistent and continued tie bidding could cause rejection of bids by Clarke County and/or investigation for anti-trust violations.

- F. **TAX-EXEMPT STATUS:** Since municipalities and school districts are exempt from all direct federal and state taxes, Clarke County is tax-exempt and will provide a tax-exempt certificate upon request.

- G. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. All Court proceedings shall be held in the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.
- H. **FIRM BID PRICING:** Clarke County requires the bid price remains firm for ninety (90) days after date of the bid opening, during which period bids may not be withdrawn. "Discount from list" bids are not acceptable unless requested.
- I. **TIE BIDS:** The Joint Administrative Services Department and all other departments of Clarke County making purchases of services, supplies, material or equipment, shall, in making purchases of same, give preference to services, supplies, material or equipment sold by Clarke County and the State of Virginia vendors, in that order, in all cases of tie bids, quality and service being equal.
- J. **ANTI-DISCRIMINATION:** Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4311, Employment Discrimination by Contractor Prohibited" which reads:

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting a bid, the bidder certifies that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town, or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. **RESPONSE FORM PROCEDURES:**

1. Response Forms must be signed and received at the Purchasing Office, before the opening hour.
2. Sealed Bids and Sealed Proposals offered by fax and or telephone will not be accepted.
3. Quotes offered by fax will be accepted; however, telephone quotes will not be accepted.
4. All Response Forms delivered in person must be delivered to the Purchasing Office.
5. In submitting a Response Form, the bidder signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment and/or services necessary to perform this project in accordance with all documents constituting the bid and will comply satisfactorily with the bid documents.
6. Further, the bidder signifies that when necessary he/she has inspected the site on which the work shall be done and is aware of all conditions affecting the execution of the work contained within the bid documents. Failure to visit the site will in no way relieve the successful bidder from performance under the contract.
7. All information required by the solicitation must be supplied to constitute a responsive bid. All information submitted including prices should be typed so as to insure legibility. However, the bidder's signature shall be handwritten in ink in order for the bid to be considered.

8. The bidder expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied with any other bidder or bidders.
9. By submitting a Response Form, bidders certify that they are not currently debarred by Clarke County from submitting bids, proposals or quotes on contracts, nor are they an agent of any person or entity that is currently debarred by Clarke County from submitting bids, proposals or quotes.
10. Any Response Form submitted with corrections must have corrections initialed by the person who signed the original. The unit price will prevail in the event an error is made in computing totals.
11. All prices for materials are to be F.O.B. Destination, prepaid and allowed. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order, commodity description, and quantity.
12. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his/her right, title, or interest therein, or his/her power to execute written consent of Clarke County.
13. Bidders are encouraged to have a representative at the bid opening if information on the bids submitted is desired.
14. Bids will be opened at the advertised local prevailing time, but Clarke County officials reserve the right to take sufficient time to study the various bids and then make the awards. Bids will be awarded as promptly as possible after the closing date.
15. Unless otherwise specified, Response Forms must be submitted in triplicate and will be received at:
Clarke County Purchasing Office
129 Ramsburg Lane
Berryville VA 22611
16. Sealed Bid envelopes must be clearly marked, with the IFB number and project name, on the outside, lower left corner as follows:

Sealed Bid – Do Not Open

IFB # _____
PROJECT NAME _____

17. **Sealed Bids will be received up to the advertised time and date at the Clarke County Purchasing Office and at the appointed time will be opened publicly and read allowed. The clock on the Purchasing Office's wall will be used to log the time each bid/proposal is received.**
18. **If more than one bid opening is held the same date, bids will be opened in succession as numbered and lettered (A, B, C, etc.).**
 - a. Late bids will not be accepted. Bids received in the mail will be returned to the bidder unopened (provided properly sealed and marked as indicated above). Failure to comply with conditions set forth herein may result in removal of bid (all/part) from consideration.
 - b. All contracts, unless otherwise specifically stated, shall provide materials/commodities in new, first class condition, fresh stock, latest model, design or pack. This shall include any containers suitable for shipment, usage and/or storage unless otherwise indicated within this document. Verbal agreements to the contrary will not be recognized.
 - c. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specifications and which are clearly necessary for the completion of such equipment and its appurtenance shall be considered a part of such equipment although not directly specified or called for in the specifications.
 - d. By law, Clarke County will not receive any materials, products, or chemicals that may be hazardous to an employee's health, unless accompanied by a Material Safety Data Sheet (MSDS) when products and/or chemicals are received. **MSDS must be submitted to Clarke County in triplicate.**

N. BID WITHDRAWALS

1. A bidder, for contract other than for public construction, may request withdrawal of his/her bid before award, by submitting a written request to the Director of Joint Administrative Services.

2. After bid/proposal opening, corrections shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the opening, no changes in prices or other provisions of bids/proposals prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder/offeror alleging a material mistake of fact may be permitted to withdraw its bid/proposal if:
 - a. the mistake is clearly evident on the face of the bid/proposal document but the intended correct bid/proposal is not similarly evident; or
 - b. the vendor submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Joint Administrative Services.
3. If bid bonds were tendered with the bid, Clarke County may exercise its right of collection. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder in which the ownership of the withdrawing bidders is more than five percent (5%).
4. If a bid is withdrawn under the authority of this paragraph, the lowest qualified remaining bid shall be deemed to be the low bid.
5. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Director of Joint Administrative Services.
6. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or to perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

O. AWARD SPECIFICS

1. Clarke County reserves the right to accept, reject and/or cancel all or any part of any Response Form, and to waive minor technicalities.
2. Awards will be made to the lowest responsive and responsible bidder(s), provided services and quality are considered to be equal to (or better than) that offered by other bidders, and the right is reserved to make the award to other than the lowest bidder when it is in the best interest of Clarke County. Further, Clarke County will be the sole judge as to conditions affecting such interest.
3. Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and/or furnish the item(s), and the bidder shall furnish to Clarke County all such information and data for this purpose, as may be requested.
4. Clarke County reserves the right to inspect bidder's physical facilities before award to satisfy questions regarding the bidder's capabilities.
5. Clarke County further reserves the right to reject any bid, proposal or quote if the evidence submitted by, or investigations of, such bidder fails to satisfy Clarke County, that such bidder is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.
6. Clarke County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
7. A contract shall not be assignable by the Contractor, in whole or part, without the written consent of Clarke County.
8. Unless otherwise specified, the right is reserved to make award based on all work and/or items, or on any part of work/items, whichever is in the best interest of Clarke County.
9. The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges will be at the Contractor's expense. Clarke County shall be the sole and final judge.
10. The Contractor shall pay all sales, consumer, use and other similar taxes for work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

11. The right is reserved to decide when a deviation from specifications is of sufficient consequence, when measured against the purpose for which the item will be purchased, to justify including it for consideration. Clarke County shall be the sole and final judge.
12. Should the delivery of any part of an order be delayed beyond time specified, or should any portion of the products delivered fail to comply with the specifications, Clarke County shall have the right to buy at market price for immediately delivery, and any excess cost of same over the price named herein is to be paid by the Contractor or deducted from any money due him/her thereafter.
13. If delay is foreseen, the Contractor shall give thirty (30) days prior written notice to the Director of Joint Administrative Services. Clarke County has the right to extend delivery date if reasons appear, in the sole discretion of Clarke County, to be valid. The Contractor must keep Clarke County advised at all times of status of order.
14. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Joint Administrative Services Department to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
15. **The Joint Administrative Services Department will permit NO SUBSTITUTIONS OR CANCELLATIONS after award without written approval.**
16. When Clarke County notifies a bidder, in writing, of its acceptance of the bidder's price(s) of any goods or services, this notification will signify the effective date of the acceptance of this contract.
17. Cancellation of a contract for any reason may result in the removal of the successful bidder's name from the mailing list for future bidding. If the cancellation is for non-performance of the contract, such cancellation may be at the successful bidder's expense.
18. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Office before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

P. JUSTIFICATION FOR TERMINATION

1. Clarke County may terminate this contract in whole or part whenever the Director of Joint Administrative Services shall determine that such a termination is in the best interest of Clarke County.
2. Any such termination shall be effected by delivery to the Contractor at least ten (10) business days prior to the termination of a written Notice of Termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective.
3. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit or unperformed services.
4. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by Clarke County until said work or service is completed and accepted.
5. Possible reasons for termination are:
 - a. Termination for Convenience – in the event this contract is terminated or cancelled upon request and for the convenience of Clarke County, without the required ten (10) days advance written notice, then Clarke County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause – termination by Clarke County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived in the event of Termination for Cause.
 - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years – when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Q. DRUG FREE WORKPLACE: Every individual or firm bidding must be an Equal Opportunity Employer as defined by federal law and the Code of Virginia, Virginia Public Procurement Act as amended: "Section 2.2-4312, Drug-free Workplace to be Maintained by Contractor; Required Contract Provisions" which reads:

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **INSURANCE REQUIREMENTS:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors, at any tier, will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Please note the below insurance requirements are guideline minimum amounts only, and, depending on the goods/services required, may be increased or decreased. **Any changes in insurance requirements will be referenced within this document, under Specific Reference to General Terms and Conditions.**
2. The successful bidder shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of Clarke County by the bidder, his/her agents, representatives, employees or Subcontractors.
3. Actual proof of coverage as contained herein shall be submitted to Clarke County Purchasing Office within five (5) days after award has been made and before any work starts, services are provided, or goods are delivered.
4. The bidder shall maintain such coverage for the duration of the contract period for "occurrence" policies. "Claims made" policies must be in force, or that coverage purchased, for three (3) years after contract completion date.
5. The Certificate of Insurance shall be properly completed as follows:
 - a. It shall name "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear)" as "Certificate Holder".
 - b. It shall list "Clarke County, Virginia, its officers, officials, employees, volunteers and agents (as their interest may appear) added as an additional insured" under "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions".
 - c. This provision may not apply to Professional Liability or Workers' Compensation/Employers' Liability.
6. The Certificate of Insurance shall be for a minimum of the following:
 - a. **Worker's Compensation- Statutory requirements and benefits.** Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of Clarke of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - b. **Employer's Liability - \$100,000**
 - c. **General Liability – per occurrence** **\$1,000,000.00**

This coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Bodily Injury and Property Damage, Personal and Advertising Injury, and Commercial General Liability form including Products/completed Liability Operations.

d. **Automobile Liability – per occurrence** **\$1,000,000.00**

Coverage shall be sufficient to cover all vehicles owned, used or hired by the bidder, his/her agents, representatives, employees and/or Subcontractors.

e. **Product Liability** **\$1,000,000.00**

Refer to General Liability above.

f. **Professional Liability/Errors and Omissions Coverages are required when soliciting those services as follows:**

| <u>Profession/Service</u> | <u>Limits</u> |
|---|---|
| Accounting | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Architecture | \$2,000,000 per occurrence, \$6,000,000 aggregate |
| Asbestos Design, Inspection or Abatement Contractors | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) | \$2,000,000 per occurrence, \$3,000,000 aggregate |
| **(This complies with §8.01-581.15 of the Code of Virginia) | |
| Insurance/Risk Management | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| Landscape/Architecture | \$1,000,000 per occurrence, \$1,000,000 aggregate |
| Legal | \$1,000,000 per occurrence, \$5,000,000 aggregate |
| Professional Engineer | \$2,000,000 per occurrence, \$6,000,000 aggregate |
| Surveying | \$1,000,000 per occurrence, \$1,000,000 aggregate |

7. The Contractor's insurance company shall provide thirty (30) days written notice to Clarke County before any cancellation, suspension, or void of coverage, in whole or part, where such provision is reasonable.
8. **Contractor shall be responsible for making sure any/all Subcontractors each provide a Certificate of Insurance and meet all of Clarke County's insurance requirements.**
9. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Clarke County. At the option of Clarke County, either the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to obtain a bond guaranteeing payment of losses and related claims expenses.
10. Failure to comply with any reporting provisions of the policy(ies) shall not affect coverage provided to Clarke County, its officers/officials, agents, employees and volunteers.
11. The insurer shall agree to waive all rights of subrogation against Clarke County, its officers/officials, agents, employees and volunteers for any act, omission or condition of premises by which the parties may be held liable by reason of negligence.
12. The bidder shall furnish Clarke County with the Certificate(s) of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(ies) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached.

13. All insurance shall be placed with insurers maintaining an **A.M. Best** rating of no less than **A: VII**. If **A.M. Best** rating is less than **A: VII**, approval must be received from the Director of Joint Administrative Services.
14. All coverage designated herein shall be as broad as the Insurance Services Office ((SO) forms filed for use with the Commonwealth of Virginia.

S. BOND REQUIREMENTS

1. **Any necessary bonds will be referenced within this document, under Specific Reference to General Terms and Conditions** and the requirements are outlined below.

- a. **Bid Bonds** – Each bidder shall accompany their bid with a bid bond or certified check in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter into the contract.

If a bid bond is required and stated in an invitation for bid and a bidder submits a bid without a bid bond, the bidder will be considered non-responsive and shall be disqualified.

- b. **Performance and Payment Bonds** – The successful Contractor shall furnish both a performance and payment bond, each in the amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract.
- c.) One or more surety companies authorized to do business in Virginia shall execute each of the bonds and the contractor shall select the surety company. Required bonds shall be payable to the County.

3. **Any other special bonding requirements will be listed under Specific Reference to General Terms and Conditions.**

4. All bonds shall be obtained at bidder's expense and shall be included in the bid price.

T. PERMITS AND LICENSES

1. Clarke County will attempt to make reference, within this document, to any necessary permits and licenses under Special Terms and Conditions. However, the contractor is ultimately responsible for ensuring that he/she has all the required permits and licenses.

2. For convenience purposes only, the following most commonly required permits and licenses are listed with their respective contact information.

Clarke County Building Permit
Per instructions from Building Department Office
Phone 540-955-5112

Clarke County Business License
Per instructions from Commissioner of the Revenue's Office
Phone 540-955-5108

Virginia State Contractor's License
Per VA Board for Contractors Statutes Title 54.1, Chapter 11
Phone 804-367-8500

Town of Berryville Since some of the county and school property is located within the limits of the Town of Berryville, Contractor is advised to check with the Town office to see what permits and licenses might be required for those projects. The Town Office phone number is 540-955-1099.

3. **Clarke County does not waive any fees involved** in securing Clarke County (or any other) permits. Any required permits and licenses are to be obtained at bidder's or Contractor's expense and to be included in the bid price.

4. All permit/license numbers must be indicated on or attached to the Response Form of this document.

U. PAYMENTS TO CONTRACTOR

1. Contractor warrants having clear title to all materials and supplies by submission of invoice being presented for payment.
2. All submitted invoices shall reflect the contract number and/or purchase order number, a detailed itemized breakdown of all charges, and (unless otherwise specified) shall be delivered to:

**Clarke County Accounts Payable
524 Westwood Road
Berryville VA 22611**

(v) 540-955-6171 (f) 540-955-0676

- a. All submitted invoices shall show payer identification as follows:
- b. Individual Contractors shall provide social security number.
- c. Proprietorships, Partnerships and/or Corporations shall provide their federal employer identification number.
- d. Payment will be made thirty (30) days after receipt of proper invoice, or thirty (30) days after receipt of all goods or inspection and acceptance of work, whichever is later.
- e. Payment shall not preclude Clarke County from making a claim for adjustment on any item later found not to have been in accordance with the contract.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County of Clarke shall promptly notify the contractor as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

V. PAYMENTS TO SUBCONTRACTORS

1. Any mention of the term "subcontractor(s)" in this section shall include any and all sub-tier Contractors.
2. A Contractor awarded the contract under this solicitation is hereby obligated to:
 - a. Pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from Clarke County for the proportionate share of payment received for work performed by the Subcontractor(s) under the contract or to notify Clarke County and the Subcontractor(s), in writing of the Contractor's intention to withhold payment and the reason.
 - b. Pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Clarke county, except for amounts withheld as stated above.
 - c. The date of mailing of any payment by U. S. mail is deemed to be payment to the addressee.
 - d. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation on the part of Clarke County.
 - e. By submitting an invoice, the contractor agrees that all subcontractors have been paid or will be paid and the Contractor shall be responsible for resolving any and all claims submitted by the subcontractors.

W. DISPUTES

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) calendar days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.
2. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

X. PROTEST OF AWARD OR DECISION TO AWARD

1. Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest, in writing, to the Director of Joint Administrative Services, no later than ten (10) calendar days after the award announcement or decision to award, whichever occurs first.
2. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror.
3. Written protest shall include basis for the protest and relief sought.

Y. USE OF BRAND NAMES

1. Unless otherwise provided within this document, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; it conveys the general style, type, character, and/or quality of the article desired, and any article which Clarke county in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
2. Any catalog, brand name or manufacturer's reference used in the bid invitation is descriptive – **not restrictive** – it is to indicate the type and quality desired.
3. Bids on brands of like nature and quality will be considered.
4. If other than brand specified is offered, illustrations and complete description (manufacturer, brand or trade name, catalog number, etc.) must be submitted with bid. Please note that samples may be required.
5. If bidder makes no other bid and takes no exception to the specifications or reference data, the bidder will be required to furnish brand names, numbers, etc., as specified.
6. Bidders, by their signature and submission of bid, certify that any/all item(s) bid upon meet and/or exceed the specifications.

Z. PAYMENT OF CLARKE COUNTY TAXES

1. All bidders located or owning property in Clarke County shall assure that all **real and personal property taxes are paid before submitting a bid.**
2. Clarke County will verify payment of all real and personal property taxes by the successful bidder before the award of any contract.

AA. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

1. Clarke County is required to comply with state and federal disability legislation: §504 of The Rehabilitation Act (RA) of 1973, The Americans with Disabilities Act (ADA) for 1990 Title II, and the Virginians with Disabilities Act (VDA) of 1990.
2. Specifically, Clarke County may not, through its contractual and/or financial arrangements, directly or indirectly, avoid compliance with Title II of the ADA, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities.
3. Subtitle A protects qualified individuals with disability from services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the RA of 1973 Section 504 to all activities of state and local governments, including those that do not receive

federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the ADA. The VDA of 1990 follows the RA of 1973, Section 504.

BB. CONTRACT QUANTITIES

1. The quantities specified in this document are estimated only, and are given for the information of bidders and not for the purpose of bid evaluation. They do not indicate the actual quantity to be ordered, since such volume will depend upon requirements that develop during the contract period.
2. Quantities shown shall not be construed to represent any amount which Clarke County shall be obligated to purchase under the contract, or relieve the Contractor of obligation to fill all orders placed by Clarke County.
3. No bid will be considered which stipulates that Clarke County shall guarantee to order a specific quantity of any item.

CC. DEVIATIONS: If there is any deviation in any bid from that prescribed in the Scope of Services, the appropriate line in the Scope of Work/Services shall be ruled out and the substitution clearly indicated and submitted with the Bid Response Form. Clarke County reserves the right to determine the responsiveness of any deviation(s).

DD. SAFETY

1. All Contractors and Subcontractors performing services for Clarke County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), state and county Safety and Occupational Health Standards and any other applicable rules and regulations.
2. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

EE. HOLD HARMLESS CLAUSE: Bidders shall provide that, during the term of this contract, including any warranty period, for the firm indemnifying, defending and holding harmless of Clarke County, its officials, employees, agents, representatives thereof, from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or Contractor's employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder also agrees that this clause shall include claims involving infringement of patent or copyright.

FF. REFERENCES: All bidders shall include with their Response Form a list of current references for whom comparable work has been performed or to whom comparable goods have been provided. A separate attachment has been provided and must be completed entirely and returned with the bid. Failure to include Reference Form may be ample cause for rejection of bid as non-responsive.

GG. FEDERAL/STATE LAWS AND COUNTY ORDINANCES: Any and all Federal and Commonwealth of Virginia Laws and County Ordinances that are not referenced or stated in the County's General Terms and Conditions shall apply to all contracts/orders.

HH. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Clarke all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchases or acquired by the County of Clarke under said contract.

II. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County of Clarke, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

JJ. TYPES OF CONTRACT CLAUSES THAT THE COUNTY SHALL ATTEMPT TO REMOVE FROM VENDOR CONTRACTS. Some, but not all, examples of clauses that may delay or stop a contract from being signed are shown below:

- a. The County shall attempt to remove late fee clauses.
- b. The County shall attempt to remove one-time fee clauses, such as administrative, restocking, and documentation fees.

- c. The County shall attempt to remove clauses involving the adjustment of payments due on a fixed-price contract (without prior County approval).
- d. The County shall attempt to remove clauses that provide the vendor with an automatic renewal of a contract unless County notification is provided within a particular time frame.
- e. The County shall attempt to remove clauses where the County is asked to reimburse a vendor for its expenses to refurbish equipment or materials that have been leased by the County to ensure that the vendor can resell or release the item.
- f. The County shall attempt to remove clauses where the County is asked to provide a security deposit.
- g. The County shall attempt to remove any clauses that disclaim warranties.
- h. The County shall attempt to remove any clauses that put time constraints on the County's right to file legal action.
- i. The County shall attempt to remove indemnity clauses from all contracts. If the complete removal of an indemnity clause can not be agreed upon, the County shall ensure that the maximum amount of liability is satisfactory. The County also may attempt to include its own indemnity clause in which the County's maximum amount of liability is clearly stated.
- j. The Clarke County Treasurer must approve any contract that allows a vendor to directly debit/charge the County's bank account.
- k. All Court proceedings shall be held in the Commonwealth of Virginia.

When a specific contract clause can not be agreed upon, the County reserves the right to end negotiations with the respective vendor and begin negotiations with another vendor.

KK. SEVERABILITY OF CONTRACT: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

LL. The County reserves the right to waive or amend any of its General Terms and Conditions if the Purchasing Agent and/or Joint Administrative Board deem it to be in the best interest of the County.

END OF GENERAL TERMS AND CONDITIONS
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